Delhi Electricity Regulatory Commission

Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi – 110017.

F.11(2437)/DERC/2025-26/8722

Petition No. 10/2026

In the matter of: **Petition on behalf of the Petitioner under Section 86(1)(b) and 86(1)(e) of the Electricity Act, 2003 seeking approval of amendments to the Bidding Documents of 200MW Firm and Dispatchable Renewable Energy with energy storage system, with greenshoe option of contracting additional 200MW under Guidelines for Tariff Based Competitive Bidding Process for procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems published on 14.11.2025, pursuant to receipt of queries from the bidders.**

Tata Power Delhi Distribution Ltd. **… Petitioner**

Coram:

Sh. S.C.L. Das, Chairperson
Sh. Ajay Kumar Jain, Member (Legal)

Appearance:
1. Mr. Buddy A. Ranganadhan, Ld. Sr. Advocate for the Petitioner
2. Mr. Anand Kumar Srivastava, Ld. Counsel for the Petitioner
3. Mr. Ankit Bhandari, Ld. Counsel for the Petitioner
4. Mr. Mudassir, Ld. Counsel for the Petitioner

Order

(Date of Order: 13.11.2026)

1. The instant Petition has been filed by the Petitioner, Tata Power Delhi Distribution Ltd. (TPDDL) seeking approval of amendments to the Bidding Documents of 200MW firm and dispatchable renewable energy with energy storage system, with greenshoe option of contracting additional 200MW under Guidelines for Tariff Based Competitive Bidding Process for procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems published on 14.11.2025, pursuant to receipt of queries from the bidders.

2. The Petitioner has made the following prayer:

   i. To admit the present Petition.
   ii. To approve the amendments proposed to the approved Bidding Documents issued vide RfS No. TPDDL/PMG/Tender/FDRE-Power/Purchase-2025-26 dated 14.11.2026

Petitioner's Submissions

3. The Petitioner has submitted the following:

i. That the Petitioner had filed Petition No.12 of 2025 before this Commission seeking approval of the draft Request for Selection ("RfS") and draft Power Purchase Agreement ("PPA") (collectively referred to as "Bidding Documents") for procurement of 200 MW of Firm and Dispatchable Renewable Energy ("FDRE") with Energy Storage Systems ("ESS"), with greenshoe option for contracting additional 200 MW for meeting its power demand along with Renewable Purchase Obligations ("RPO").

ii. That this Commission *vide* its order dated 03.11.2025 ("Approval Order") in Petition No. 12 of 2025 granted approval to the Petitioner for the procurement of 200 MW of FDRE with a 200 MW green-shoe option and also approved the draft Bidding Documents.

iii. Pursuant thereto, on 14.11.2025, the Petitioner issued the RfS along with the draft PPA. After issuance of the Bidding Documents, several clarifications were sought by the interested bidders and thus, it is necessary to amend the Bidding Documents to ensure the competitive bidding through maximum participation and to ensure optimum tariff is discovered. Accordingly, the instant Petition has been filed by the Petitioner seeking approval of proposed amendments to the Bidding Documents.

iv. Subsequent to publication and issuance of the Bidding Documents by the Petitioner, a pre-bid meeting was convened on 28.11.2025 with the prospective bidders, whereafter clarifications/modifications were sought by the interested bidders to the Bidding Documents.

v. The proposed amendments in the Bidding Documents does not deviate from the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems ("FDRE Guidelines") issued by the Ministry of Power on 09.06.2023 and amended on 17.11.2023 and 02.02.2024.

4. The Petitioner has filed an IA on 13.07.2026 for urgent listing, wherein it is submitted that the delay in the bidding process would also affect the applicant's ability to fulfil its Renewable Purchase Obligations (RPO) and Renewable Consumption Obligation (RCO) under the extant statutory and regulatory framework. The timely procurement of FDRE power is necessary for the Applicant to plan and meet its renewable energy procurement requirements in an efficient and cost effective manner. Further, under the RPO trajectory notified by the Ministry of Power and the applicable Regulations of the Commission, any shortfall in the Applicant's RPO/RCO compliance on account of continued delay in the timely procurement

of the aforesaid FDRE power may expose the Applicant to the additional cost of purchasing Renewable Energy Certificates and/or to regulatory action for non-compliance in future, thereby further underscoring the urgency of the present Application.

5. It is noteworthy, that although the matter had earlier been heard and reserved for orders, on account of the reconstitution of the Commission and the resultant change in the Coram, the matter was directed to be heard *de novo* on 29.09.2026. Accordingly, the Petition was reheard alongwith the aforesaid IA which was disposed of, and the Order was reserved.

Commission Analysis

6. The matter was initially listed for hearing on 13.02.2026. During the course of the hearing this Commission observed as under:

> *"1. Heard the Learned Senior Counsel appearing on behalf of the Petitioner. Upon discussion, the Commission observed that the Request for Qualification (RfQ) for the same procurement had already been approved with certain deviation vide its earlier Order. Therefore, the Commission deems it appropriate to treat the same as an interim Application to the said Petition and shall consider and dispose if of accordingly, to which the Petitioner has accepted.*
>
> *2. The present Petition requires further modifications/deviation according to the needs of the Petitioner based on certain considerations. Therefore, in the meantime, the officers of the Petitioner are directed to coordinate with the officers of the Commission for furnishing requisite clarifications and details, if any."*

7. Subsequently, on 10.03.2026, the Petitioner filed an affidavit, whereby certain proposed amendments/deviations were withdrawn, which are as follows:

Sr. No.	Sr. No. in Petition (Annexure P-4 @ Pg. 276-296)	Clause Article/No.	Existing Clause	Amended Clause
Request for Proposal				
1.	**6.**	**6.7.13**	In order to allow optimization of operation of RE Power plant, the RPD is allowed to supply power from the RE Power plant in excess of Contracted Capacity, to any third party or power exchange without requiring any no objection certificate from TPDDL. The RPD may also sell the	**In order to allow optimization of operation of RE Power plant, the RPD is allowed to supply power from the RE Power plant in excess of Contracted Capacity, to any third party or power exchange without requiring any no objection certificate from TPDDL.**

			power which was offered on day ahead basis to TPDDL (within Contracted Capacity) but not scheduled by TPDDL, to any third party or in power exchange without requiring NOC from TPDDL.	
2.	**10**	**6.9.3**	….In case, TPDDL decides to buy such discrete components power outside the PPA, such power shall be purchased at upto 50% (fifty percent) of the PPA Tariff. The following should be noted under this scenario….	….In case, TPDDL decides to buy such discrete components power outside the PPA, such power shall be purchased at 50% (fifty percent) of the PPA Tariff. The following should be noted under this scenario….
3.	**11**	**6.10.(ii)**	…..In case, TPDDL decides to buy such discrete components power outside the PPA, such power shall be purchased at upto 50% (fifty percent) of the PPA Tariff. The following should be noted under this scenario:…..	….In case, TPDDL decides to buy such discrete components power outside the PPA, such power shall be purchased at 50% (fifty percent) of the PPA Tariff. The following should be noted under this scenario….
Power Purchase Agreement				
4.	**17**	**4.4.3**	In order to allow optimization of operation of RE, the RPD/REPG is allowed to supply power from the RE Power plant in excess of the Specified Capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from TPDDL. The RPD/REPG may also sell the power which was offered on day ahead basis to the TPDDL (within Contracted Capacity) but not scheduled by the TPDDL, to any third party or in power exchange without requiring NOC from TPDDL……	**In order to allow optimization of operation of RE Power plant, the RPD is allowed to supply power from the RE Power plant in excess of Contracted Capacity, to any third party or power exchange without requiring any no objection certificate from TPDDL.**
5.	**18**	**5.1.9**	….In case TPDDL decides to buy	….In case, TPDDL decides to buy such discrete

			such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff. Following should be noted under this scenario…	components power outside the PPA, such power shall be purchased at 50% (fifty percent) of the PPA Tariff. The following should be noted under this scenario….

8. After hearing the Petition was admitted on 07.04.2026 and the order was reserved with the direction that if any clarification is required by the Commission, the officers of the Petitioner will furnish the same.

9. The meetings were conducted with the Officers of the Petitioner on 03.03.2026 and 06.05.2026 to deliberate upon deviations sought in the Petition. However, there were some discrepancies in the table of deviations for which necessary clarification were sought from the Petitioner. Response to the same was received from the Petitioner vide email dated 06.05.2026. Based upon the same, the deviations sought by the Petitioner are deliberated as follows:

SR. NO.	CLAUSE ARTICLE/NO	EXISTING CLAUSE	AMENDED CLAUSE/ARTICLE	APPROVED BY THE COMMISSION
		RfS Document		
1.	2.10	"**Capacity Utilization Factor**" **or** "**CUF**" shall have the meaning as provided in CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024 as amended from time to time. **For illustration:** CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project Capacity, CUF= (X MWh/ (Y MW*8760)) X100. (for leap year number of hours for the purpose of calculating CUF shall be considered as 8784). It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.	"**Capacity Utilization Factor**" **or** "**CUF**" shall have the meaning as provided in CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024 as amended from time to time. **For illustration:** CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project Capacity, CUF= (X MWh/ (Y MW*8766)) X100. (for leap year number of hours for the purpose of calculating CUF shall be considered as 8784). It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.	The modification in the clause is align with the CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024. **Hence the said deviation is allowed.**

2.	4.2.3	The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "*Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg*." and its subsequent amendments and clarifications issued ("**Order**") until the Bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in list- I under the above Order, valid as on the date of invoicing of such modules.	The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "*Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration)Order, 2019-Implementation-Reg*." and its subsequent amendments and clarifications issued ("**Order**") until the Bid submission deadline, shall be applicable for this RfS. The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) under the above Order, valid as on the date of invoicing of such modules	The modification in the clause is as per the Office Memorandum dated 28.07.2025 amending O.M. No. 283/59/2024-GRID SOLAR dated 09.12.2024. **Hence the said deviation is allowed.**
3.	4.3.1(i)	The Net Worth of the Bidder should be equal to or greater than INR 1.226 Crores/MW (Indian Rupees One Crores Twenty-Two Lakhs Sixty Thousand only) per MW of the quoted capacity or 20% (twenty percent) of the estimated 'RE Project' cost (calculated by the Bidder) whichever is higher, as on the last date of previous Financial Year, i.e. FY 2023-24 or as on the day at least 7 (seven) days prior to the Bid submission deadline.	The Net Worth of the Bidder should be equal to or greater than INR 1.226 Crores/MW (Indian Rupees One Crores Twenty-Two Lakhs Sixty Thousand only) per MW of the quoted capacity or 20% (twenty percent) of the estimated 'RE Project' cost (calculated by the Bidder) whichever is higher, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 (seven) days prior to the Bid submission deadline.	Based on the submission of the Petitioner, since Audited Account as on date is available for the financial year 2024-25 only, the clause has been modified accordingly. **Hence the said deviation is allowed.**

4.	5.4.1	(ii) In case (0.8 X ST) >200 MW: The lowest ranked Bidder, i.e., the Bidder quoting the highest tariff (the "H1 Bidder") shall be eliminated at this stage, and the remaining technically qualified Bidders whose financial Bids are in line with the RfS provisions, will be shortlisted for e-Reverse Auction. Accordingly, the number of Bidders shortlisted for e-Reverse Auction, i.e., "n" = "T"-1 Note: (i) In case more than one Bidder is ranked as "H1" Bidder, i.e., such Bidders are at the same tariff, all such Bidders will be eliminated at this stage. (ii) The above elimination will take place subject to the condition that the total Bid Capacity after such elimination remains more than 200 MW and the minimum number of shortlisted Bidders for e-Reverse Auction, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage	Proposed to be deleted as more number of participants in RA stage will give competitive advantage to TPDDL	To encourage the bidders and increase the participation in bidding. **Hence the said deviation is allowed.**
5.	5.4.4 (vi)	The initial auction period will be of 60 (sixty minutes) with a provision of auto extension by 20 (twenty) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The zone are as defined below…… If no such change as described above is affected during the last 20 (twenty) minutes of auction period or extended auction period…..	The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The zones are as defined below….. If no such change as described above is affected during the last 8 (eight) minutes of auction period or extended auction period…..	In the original TPDDL RFS documents, it has **inadvertently** been mentioned at Page No. 47 that **"**The initial auction period will be of **60 (sixty) minutes** with a provision of auto extension by 20 (twenty) minutes from the scheduled/ extended closing time**."** However, in the same RFS document, at Page No. 122 under "Business Rules of E-Reverse Auction," Duration of Reverse-Auction Bidding Event is specified as **30 minutes** and Automatic extension Time-Duration is **08 minutes**.

				Accordingly, in order to maintain consistency across the RFS document and to align the provisions with prevailing market practices this deviation has been proposed. **Hence the said deviation is allowed.**
6.	6.7.4.	The Bidders are free to choose the ISTS substations for interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: (i) Existing sub-stations having available margin as indicated by the respective sub-station owner (ii) Existing sub-stations/under construction where augmentation is under process or plans for augmentation is under process (iii) Substations approved under the updated plan made available by the minutes of meeting for northern, eastern, western and southern region committees and as displayed by the CTU on its website, subject to availability of requisite margin for grant of connectivity. Bids indicating substations outside the above three choices will be liable for rejection Note: In case of Bidder has already secured connectivity at any substation(s) specified under Clause 6.7.4., Bid indicating such substation(s) shall also be considered	Bidders shall be eligible to participate in this RfS only if they have been granted In-Principle Connectivity at any of ISTS sub-station, with the date of connectivity being on or before 30.06.2028. All eligible Bidders must submit proof of grant of In-Principle Connectivity along with the Covering Letter in Format-7.1.	To ensure that only those bidders participate who have obtained the in-principle connectivity so that there is no delay in supply of power. **Hence the said deviation is allowed.**
7.	6.7.10.	The RPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (as per format attached hereto as Format 7.1 of this RfS), within 30 (thirty) days of issuance of LoAs, and shall	RPD shall have to provide the copy of final grant of connectivity, connectivity agreement/any other agreement(s) signed with STU/CTU etc. within 15 (fifteen) days of issuance of letter by CTU / signing of	This is a consequential change due to change in clause 6.7.4. above. **Hence the said deviation is**

		furnish copies of the application, complete in all respect, to TPDDL within 15 (fifteen) days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement/any other agreement(s) signed with STU/CTU etc. within 15 (fifteen) days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to TPDDL……	connectivity agreement, as the case may be, to TPDDL…..	**allowed.**
8.	6.9.2.	Government of India from time-to-time issues order for waiver of inter-state transmission system charges and losses on transmission of wind or solar power till a certain date, presently waiver is available till 30.06.2025. However, in case the date is extended by the Government of India beyond 30.06.2025 in a manner that such extended date is beyond the date of SCSD, in such scenario TPDDL will be entitled to seek waiver of ISTS charges…..	Government of India from time-to-time issues order for waiver of inter-state transmission system charges and losses on transmission of wind or solar power till a certain date, presently waiver is available till 30.06.2028. However, in case the date is extended by the Government of India beyond 30.06.2028 in a manner that such extended date is beyond the date of SCSD, in such scenario TPDDL will be entitled to seek waiver of ISTS charges…..	Since the waiver of inter-state transmission system charges and losses on transmission of wind or solar power is available till 30.06.2028, the clause is being modified. **Hence the said deviation is allowed.**
9.	6.11.1	Bidders selected by TPDDL based on this RfS shall submit Performance Guarantee for a value @ INR 94,46,000/MW (Indian Rupees Ninety Four Lakhs Forty Six Thousand per MW) or 5% (five percent) of the estimated capital cost of the 'RE Project' (calculated by the Bidder) whichever is higher corresponding to the Contracted Capacity for which PPA is being signed	Bidders selected by TPDDL based on this RfS shall submit Performance Guarantee for a value @ INR 94,46,000/MW (Indian Rupees Ninety Four Lakhs Forty Six Thousand per MW) corresponding to the Contracted Capacity for which PPA is being signed……	As per MoP guideline dated 09.06.2023 for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems Clasue 12.2 Performance Guarantee (PBG), to be fixed by the Procurer, but not to be less than 5% (5 percent), of the estimated RE Project cost, for the financial year in which the bids are invited, **or** any other criteria specified in the

				RfS. **Hence the petitioner may decide accordingly.**
10.	Format 7.8	We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this Project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules…….	We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules…	This is a consequential change due to change in clause 4.2.3. above. **Hence the said deviation is allowed.**
11.	Format 7.8A	We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this Project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules…..	We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules…	This is a consequential change due to change in clause 4.2.3. above. **Hence the said deviation is allowed.**
Power Purchase Agreement				
12.	1.1	**"Capacity Utilization" or "CUF"** shall have the meaning as provided in the CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024 as amended from time to time; For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project Capacity, CUF= (X MWh/ (Y MW*8760)) X100, (for leap year, number of hours for the purpose of calculating CUF shall be considered as 8784).	"Capacity Utilization" or "CUF" shall have the meaning as provided in the CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024 as amended from time to time; For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project Capacity, CUF= (X MWh/ (Y MW*8766)) X100, (for leap year, number of hours for the purpose of calculating CUF shall be considered as 8784).	The modification in the clause is necessary to align it with CERC (Terms and Conditions for Tariff Determination from Renewable Sources) Regulations, 2024. **Hence the said deviation is allowed.**
13.	3.3.1	The RPD/REPG for performance of its obligations hereunder, shall on the date of signing of this Agreement provide a Performance Bank Guarantee to TPDDL for a value of Rs. 94,46,000/MW for the Contracted Capacity or five percent of	The RPD/REPG for performance of its obligations hereunder, shall on the date of signing of this Agreement provide a Performance Bank Guarantee to TPDDL for a value of Rs. 94,46,000/MW corresponding to the Contracted Capacity for	As per MoP guideline dated 09.06.2023 for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid

		the estimated capital cost of the 'RE Project' (calculated by the Bidder) whichever is higher corresponding to the Contracted Capacity for which PPA is being signed....	which PPA is being signed.....	Connected Renewable Energy Power Projects with Energy Storage Systems Clasue 12.2 Performance Guarantee (PBG), to be fixed by the Procurer, but not to be less than 5% (5 percent), of the estimated RE Project cost, for the financial year in which the bids are invited, **or** any other criteria specified in the RfS. **Hence the petitioner may decide accordingly.**

10. The approval is hereby granted to the Petitioner for amendments to the Bidding Documents published on 14.11.2025 by the petitioner for the procurement of 200 MW FDRE with Energy Storage System to the extent of such deviations, as mention in Para-9 of the instant Order.

11. The Petition is disposed of in the above terms.

12. Ordered accordingly.

Sd/-
(Ajay Kumar Jain)
Member

Sd/-
(S.C.L. Das)
Chairperson